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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

Lori Mendez,

Plaintiff,

vs.

Hobby Lobby Stores, Inc.; John Does I-XX,
inclusive; ABC Corporations I-X, inclusive; and
Black and White Companies, I-X, inclusive,

Defendant.

Case No.: 3:23-cv-00181-ART-CLB

**Order Granting
Stipulated Protective Order**

IT IS HEREBY STIPULATED AND AGREED, by the undersigned attorneys for the respective parties, that with regard to material disclosed in the course of the above-captioned lawsuit (“Lawsuit”) which constitute or contain trade secrets or other confidential research, development, or commercial information of the parties (“Confidential Material”), the following procedures shall govern:

1. This Order is meant to encompass all forms of disclosure which may contain Confidential Material, including any document, pleading, motion, exhibit, declaration, affidavit, deposition transcript, inspection and all other electronic and tangible items.

2. The parties may designate any Confidential Material produced or filed in this Lawsuit as confidential and subject to the terms of this Order by marking such materials “Confidential” or “Subject to Protective Order.” If any material has multiple pages, this designation need only be

1 placed on the first page of such material, so long as it is clear to a layman where the designation
2 ends. Any material designated as “Confidential” shall not be disclosed to any person or entity,
3 except to the parties, counsel for the respective parties, deponents, and expert witnesses assisting
4 counsel in this Lawsuit.

5 3. Any material designated as confidential pursuant to paragraph 2 above shall be used
6 solely for the purposes of this Lawsuit and for no other purpose.

7 4. Prior to disclosure of any Confidential Material, each person to whom disclosure is to
8 be made shall execute a written “Confidentiality Agreement” (in the form attached as Ex. A hereto)
9 consenting to be bound by the terms of this Order. The parties, counsel for the respective parties
10 (including legal assistants and other personnel) are deemed to be bound by this Order and are not
11 required to execute a Confidentiality Agreement.

12 5. Only counsel of record in this Lawsuit shall be permitted to disseminate Confidential
13 Material.

14 6. If additional persons become parties to this Lawsuit, they shall not have access to any
15 Confidential Material until they execute and file with the Court their written agreement to be bound
16 by the terms of this Order. It shall be the responsibility of the party making the “Confidential”
17 designation to seek and obtain within 45 days from the newly added party’s initial appearance their
18 written agreement to be bound by the terms of this Order. Otherwise, the designating party shall be
19 deemed to have waived any rights to confidentiality until such time that it obtains the newly added
20 party’s agreement.

21 7. Deposition testimony may be designated as confidential following the testimony
22 having been given provided that: (1) such testimony is identified and designated on the record at the
23 deposition, or (2) non-designating counsel is notified of the designation in writing within thirty days
24 after receipt by the designating party of the respective deposition transcript. . When Confidential
25 Material is incorporated in a deposition transcript, the party designating such information
26 confidential shall make arrangements with the court reporter not to disclose any information except
27 in accordance with the terms of this Order.

28 8. If a deponent refuses to execute a Confidentiality Agreement, disclosure of

1 Confidential Material during the deposition shall not constitute a waiver of confidentiality. Under
2 such circumstances, if the witness does not waive reading and signing, the witness shall review and
3 sign the transcript in the presence of the court reporter/the court reporter's employer, and no copy
4 of the transcript or exhibits shall be given to the deponent to take with him/her.

5 9. If a non-designating party is subpoenaed or ordered to produce Confidential Material
6 by another court or administrative agency, such party shall promptly notify the designating party of
7 the pending subpoena or order

8 10. If a party believes that any Confidential Material does not contain confidential
9 information, it may contest the applicability of this Order to such information by notifying the
10 designating party's counsel in writing and identifying the information contested. The designating
11 party shall have five court days after such notice to meet and confer and attempt to resolve the issue.
12 If the dispute is not resolved within such period, the party seeking the protection shall have five
13 additional court days to make a motion for a protective order with respect to contested information.
14 Information that is subject to a dispute as to whether it is properly designated shall be treated as
15 designated in accordance with the provisions of this Order until the Court issues a ruling on any
16 motion for a protective order, for 30 days, or until the designating party fails to either meet and
17 confer or file a motion for protective order within the time periods detailed above, whichever is
18 sooner.

19 11. If a party wishes to file material marked "Confidential" or "Subject to Protective
20 Order' with the Court, that party must first file a motion for leave to file those documents under
21 seal, pursuant to LR IA 10-5 and the good cause standard pursuant to *Kamakana v. City & County*
22 *of Honolulu*, 447 F.3d 1172 (9th Cir. 2006). If filed under a prior court order, the papers must state
23 on the first page "FILED UNDER SEAL UNDER COURT ORDER (ECF NO. __)." Documents
24 filed under seal must be served in accordance with LR IC 4-1(c).

25 12. Inadvertent failure to designate any material "Confidential" shall not constitute a
26 waiver of an otherwise valid claim of confidentiality pursuant to this Order. At such time,
27 arrangements shall be made by the designating party to designate the material "Confidential" in
28 accordance with this Order.


1 13. This Order shall be without prejudice to the right of any party to contest
2 confidentiality, oppose production of any information or object to its admissibility into evidence.

3 14. When any attorney who has executed a Confidentiality Agreement becomes aware of
4 any violation of this Order, or of facts constituting good cause to believe that a violation of this
5 Order may have occurred, such attorney shall report that there may have been a violation of this
6 Order to the designating party.

7 15. Within thirty days after the termination of this Lawsuit (whether by dismissal or final
8 judgment), all Confidential Material (including all copies) shall be destroyed or returned to counsel
9 for the designating party.

10 16. After the termination of this Lawsuit, the provisions of this Order shall continue to be
11 binding and this Court shall retain jurisdiction over the parties while this case is pending and any
12 other person who has access to documents and information produced pursuant to this Order for the
13 sole purpose of enforcement of its provisions. This Court's jurisdiction will cease upon the dismissal
14 of the case.

15 **IT IS SO STIPULATED:**


 <u>/s/ Michael Lowry</u> Michael P. Lowry, Esq. Nevada Bar No. 10666 Attorneys for Hobby Lobby Stores, Inc.	TERRY FRIEDMAN & JULIE THROOP, PLLC <u>/s/ Julie McGrath Throop</u> Julie McGrath Throop, Esq. Nevada Bar No. 11298 Attorneys for Plaintiff
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Lori Mendez v. Hobby Lobby Stores, Inc., et al.
Case No.: 3:23-cv-00181-ART-CLB
Stipulated Protective Order

ORDER TO PROTECT CONFIDENTIAL MATERIALS AND INFORMATION

It is hereby ORDERED, ADJUDGED AND DECREED that all materials and information designated by a party or parties as “CONFIDENTIAL” or “SUBJECT TO PROTECTIVE ORDER” shall be protected for purposes of this litigation and that all stipulated provisions/agreements set forth in the Stipulation shall be followed. All materials and information designated as “CONFIDENTIAL” or “SUBJECT TO PROTECTIVE ORDER” that are filed with the Court must be done pursuant to LR IA 10-5 and pursuant to a prior court order following a motion for leave to file these documents under seal.

IT IS SO ORDERED.


UNITED STATES MAGISTRATE JUDGE
July 18, 2023

Respectfully submitted by:

WILSON, ELSER, MOSKOWITZ,
EDELMAN & DICKER LLP

BY: /s/ Jonathan P. Pattillo, Esq.
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EXHIBIT A

ACKNOWLEDGEMENT

I, _____, affirm that I have read the foregoing Stipulation and Order to Protect Confidential Materials and Information entered in *Mendez v. Hobby Lobby Stores, Inc.*, Case No. 3:23-cv-00181-ART-CLB (“Protective Order”), currently pending before the United States District Court in Washoe County Nevada (“District Court”), governing the documents produced by the parties in this case. I have read the Protective Order governing documents produced by the parties in this case. I understand its terms and agree to be bound by the terms of the Protective Order. I understand that my duties under the Protective Order will survive the termination of this case and that failure to comply with its terms may result in the District Court imposing sanctions on me. I consent to personal jurisdiction of the District Court for the purpose of enforcing the Protective Order.

I declare under penalty of perjury that the foregoing is true and correct.

DATED: _____

Signature

Printed Name